

**Amendment To Interconnection Agreement
Between
NPCR, Inc. dba Nextel Partners
And
Qwest Corporation, f/k/a U S WEST Communications, Inc.
For The State of North Dakota**

This Amendment is entered into by and between NPCR, Inc. dba Nextel Partners ("Nextel") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest").

RECITALS

Nextel and Qwest are parties to a Interconnection Agreement ("Underlying Agreement") effective July 25, 2001; and

Nextel and Qwest hereby amend the Underlying Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. Section (B)2.3.4, Facilities Credit, through and including subsection (B)2.3.4.3 of the Underlying Agreement, is amended to read as follows:

(B)2.3.4 Facilities Credit

When Nextel Partners leases two-way facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's end users to Nextel Partners, as follows:

(B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state-specific charges by (2) a factor of 0.222 (twenty two and two tenths percent). This credit will be applied each month for the term of this Agreement.

(B)2.3.4.1.1 The factor used above in this Amendment is based on a three month study of actual Mobile to Land and Land to Mobile traffic between Qwest and Nextel Partners.

(B)2.3.4.2 The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually

utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

- (B)2.3.4.3 Installation nonrecurring charges may be assessed by Qwest for each Type 2 trunk ordered by Nextel Partners, at the rates specified in Part G.

EXAMPLE OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	\$ 10,000.00
Dedicated transport cost (fixed and per mile)	<u>\$ 1,250.00</u>
Total facility cost (\$10,000.00 + \$1,250.00)	\$ 11,250.00
Multiply total facility cost by .222	
Facilities Credit (\$11,250.00 x .222)	\$ 2,497.50

2. Section (B)2.5, Billing for Qwest-Originated Traffic, through and including subsection (B)2.5.1.2 of the Underlying Agreement, is amended to read as follows:

(B)2.5 Billing for Qwest-Originated Traffic

Nextel Partners may receive payment for Qwest originated traffic it terminates by either: (1) using Reciprocal Compensation Credits, or; (2) Billing Qwest directly. SS7 signaling is a prerequisite for direct billing. The Reciprocal Compensation Credits method will be the billing method used unless written notification is made to Qwest from Nextel Partners indicating the election of direct billing. Such notification shall be made at least ninety (90) days in advance, and both Parties shall agree on the format and content of the bill at least thirty (30) days prior to commencement of such billing. If Nextel Partners cannot provide appropriate billing detail, as per the agreed upon content and format, billing will remain as Reciprocal Compensation Credits.

(B)2.5.1 Reciprocal Compensation Credit for Qwest - Originated Traffic

(B)2.5.1.1 Each Party will compensate the other for its traffic terminating to the other Party's end users. Nextel Partners's rate for Qwest's Reciprocal Compensation Credit will be symmetrical to ISP rate from the ISP amendment that the Parties previously signed. Qwest will compensate Nextel Partners for MTA/local two-way traffic originated from Qwest's end users within the LATA. Qwest will not compensate for paging traffic.

(B)2.5.1.2 The Reciprocal Compensation Credit shall be calculated based on the following example:

EXAMPLE OF RECIPROCAL CREDIT CALCULATION

Total Nextel Partners minutes terminated to Qwest subscribers	10,000,000
Total non/local Inter-MTA minutes terminated to Qwest Subscribers (PIMU) based on factor of 5%	-500,000
Total Nextel Partners IntraMTA/Local minutes terminated to Qwest subscribers	9,500,000
Divide by .605 factor to arrive at total minutes (9,500,000 /.605)	15,702,429
Multiply by .395 to arrive at Qwest minutes to Nextel Partners	6,202,479
Multiply result by ISP rate (.0007)	
Reciprocal Compensation Credit (6,202,479 x .0007)	\$ 4,341.74

Monthly Qwest measured MTA/Local Nextel Partners minutes do not include: one-time charges, ancillary service charges, traffic from Nextel Partners transiting the Qwest network and terminating on another provider's network, switched access traffic, and any Qwest provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties hereby agree to implement the provisions of this Amendment upon execution.

Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original and which together shall constitute one and the same instrument.

NPCR, Inc. dba Nextel Partners

Authorized Signature

Printed Name

Title

Date

Qwest Corporation

Authorized Signature

L.T. Christensen

Printed Name

Director-Interconnection Agreements

Title

Date